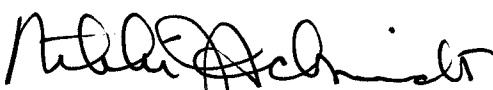
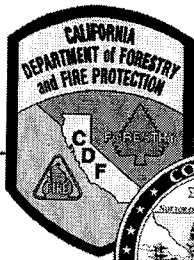


**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT County Fire		(2) MEETING DATE June 27, 2006		(3) CONTACT/PHONE Rick Giubbini (805) 543-4244	
(4) SUBJECT Request to approve and sign an amendment to the Dispatch Service agreement between CDF/SLO County Fire and California Shock Trauma Air Rescue (CALSTAR).					
(5) SUMMARY OF REQUEST CALSTAR and CDF/County Fire signed an agreement on December 10, 2002. Under this agreement CDF/County Fire provides Call Taking, Dispatching, Flight Following and Record Keeping for CALSTAR which is an emergency medical helicopter service. CDF/County Fire hired one additional Dispatcher/Clerk to support this Agreement. CALSTAR pays 100% of the salary and benefits for one Dispatcher/Clerk resulting in a net zero cost to the County. This Amendment provides for an extension of the current agreement, which expires June 30, 2006. The amendment will extend the agreement to June 30, 2007. During the extension period, the actual contract amount for the fiscal year 2006/07 will be negotiated. Should the parties fail to reach a new agreement, cost for services provided by CDF/County Fire during the extension period from July 1, 2006 to June 30, 2007 shall be based upon the amounts charged CALSTAR during the fiscal year 2005/06.					
(6) RECOMMENDED ACTION It is recommended that the Board approve and direct the Chairperson to sign Amendment 1 to the Dispatch Service Agreement with CALSTAR					
(7) FUNDING SOURCE(S) FY 06/07 \$67,770		(8) CURRENT YEAR COST FY 06/07 \$67,770		(9) ANNUAL COST	
				(10) BUDGETED? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): County Counsel has reviewed the amendment as to form and legal effect. California Shock/Trauma Air Rescue (CALSTAR) has approved the amendment.					
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, How Many? _____ <input type="checkbox"/> Permanent _____ <input type="checkbox"/> Limited Term _____ <input type="checkbox"/> Contract _____ <input type="checkbox"/> Temporary Help _____					
(13) SUPERVISOR DISTRICT(S) <input type="checkbox"/> 1st, <input type="checkbox"/> 2nd, <input type="checkbox"/> 3rd, <input type="checkbox"/> 4th, <input type="checkbox"/> 5th, <input checked="" type="checkbox"/> All			(14) LOCATION MAP <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A		(15) Maddy Act Appointments Signed-off by Clerk of the Board <input checked="" type="checkbox"/> N/A
(16) AGENDA PLACEMENT <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Hearing (Time Est. _____) <input type="checkbox"/> Presentation <input type="checkbox"/> Board Business (Time Est. _____)			(17) EXECUTED DOCUMENTS <input type="checkbox"/> Resolutions (Orig + 4 copies) <input checked="" type="checkbox"/> Contracts (Orig + 4 copies) <input type="checkbox"/> Ordinances (Orig + 4 copies) <input type="checkbox"/> N/A		
(18) NEED EXTRA EXECUTED COPIES? <input checked="" type="checkbox"/> Number: <u>3</u> <input checked="" type="checkbox"/> Attached <input type="checkbox"/> N/A			(19) BUDGET ADJUSTMENT REQUIRED? <input type="checkbox"/> Submitted <input type="checkbox"/> 4/5th's Vote Required <input checked="" type="checkbox"/> N/A		
(20) OUTLINE AGREEMENT REQUISITION NUMBER (OAR) _____			(21) W-9 <input type="checkbox"/> No <input type="checkbox"/> Yes		(22) Agenda Item History <input type="checkbox"/> N/A Date <u>12/10/2002</u>
(23) ADMINISTRATIVE OFFICE REVIEW <div style="text-align: right; font-family: cursive; font-size: 1.5em; margin-top: 20px;">  6-27-06 B-27 </div>					



CDF/San Luis Obispo County Fire Department

635 N. Santa Rosa • San Luis Obispo • California 93405
Phone: 805-543-4244 • Fax: 543-4248

TO: BOARD OF SUPERVISORS

FROM: MATT JENKINS, FIRE CHIEF

DATE: June 27, 2006

SUBJECT: Request to approve and sign an amendment to the Dispatch Service agreement between CDF/SLO County Fire and California Shock Trauma Air Rescue (CALSTAR).

Recommendation

It is recommended that the Board approve and direct the Chairperson to sign Amendment 1 to the Dispatch Service Agreement with CALSTAR.

Discussion

CALSTAR and CDF/County Fire signed an agreement on December 10, 2002. Under this agreement CDF/County Fire provides Call Taking, Dispatching, Flight Following and Record Keeping for CALSTAR which is an emergency medical helicopter service. CDF/County Fire hired one additional Dispatcher/Clerk to support this Agreement. CALSTAR pays 100% of the salary and benefits for one Dispatcher/Clerk resulting in a zero net cost to the County.

This Amendment provides for an extension of the current agreement, which expires June 30, 2006. The amendment will extend the agreement to June 30, 2007.

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During the extension period, the actual contract amount for the fiscal year 2006/07 will be negotiated. Should the parties fail to reach a new agreement, cost for services provided by CDF/County Fire during the extension period from July 1, 2006 to June 30, 2007 shall be based upon the amounts charged CALSTAR during the fiscal year 2005/06.

Other Agency Involvement

County Counsel has reviewed the amendment as to form and legal effect. California Shock/Trauma Air Rescue (CALSTAR) has approved this amendment.

Financial Considerations

This amendment allows the continuation of a contract that provides \$67,770.00 in revenue during fiscal year 2006/07. This revenue offsets all expenses associated with employment of an additional full-time Dispatcher/Clerk creating a zero net cost to the County. These funds are already included in the existing budget.

Results

This amendment generates sufficient revenue to fully offset the expense of hiring a full-time Dispatcher/Clerk position. While there is additional workload caused by this contract, the addition of one position more than covers the increased workload and results in a net increase in available Dispatcher time for County responsibility incidents. Additionally, dispatching for this CALSTAR service greatly increases the emergency medical assets available to the citizens of the County.

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AMENDMENT 1

CDF/SAN LUIS OBISPO COUNTY FIRE DEPARTMENT CALIFORNIA SHOCK TRAUMA AIR RESCUE

DISPATCH SERVICE AGREEMENT

RECITALS

WHEREAS, CDF/San Luis Obispo County Fire Department ("CDF/COUNTY FIRE") and California Shock Trauma Air Rescue, a California non-profit corporation ("CALSTAR"), collectively ("the Parties"), entered into a Dispatch Service Agreement ("Agreement") effective December 10, 2002. The term of the Agreement was December 10, 2002 through June 30, 2005,

WHEREAS, Section 4 of the Agreement extends the Agreement for up to one year, at CDF/COUNTY FIRE's option and obligates CALSTAR to accept any services provided and obligations incurred by CDF/COUNTY FIRE during the extension period under the terms of the Agreement,

WHEREAS, both Parties agreed to a one year extension of the Agreement as provided in Section 4, for the time period from July 1, 2005 to June 30, 2006, and have waived the notice provisions contained therein,

WHEREAS, the Parties wish to extend the term of the Agreement for a period not to exceed one additional year while a new service agreement is negotiated,

WHEREAS, in Section 9 of the Agreement, the Parties agreed that CALSTAR would pay CDF/COUNTY FIRE the cost of dispatch services in an amount not to exceed the amount set forth in Schedule A for each fiscal year,

WHEREAS, the Parties have agreed on the terms of a Schedule A for fiscal year July 1, 2005 to June 30, 2006 which will form the basis for payment until a new service agreement is negotiated.

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Accordingly, the parties agree that the Agreement is amended as follows:

(1) Section 4, "Extension of the Agreement" is deleted in its entirety and replaced with the following:

- A. This Agreement shall automatically be extended for a period of up to two years from the original termination date of June 30, 2005 ("Extension Period") unless either party terminates as provided in Section 5. During the Extension Period, CDF/COUNTY FIRE will continue providing services at the same or reduced level, as CDF/COUNTY FIRE deems appropriate. Services provided and obligations incurred by CDF/COUNTY FIRE during the Extension Period shall be accepted by CALSTAR as services and obligations under the terms of this Agreement.
- B. Schedule A for fiscal year July 1, 2005 to June 30, 2006 shall form the basis for payment during the Extension Period. Payment by CALSTAR for services rendered and obligations incurred by CDF/COUNTY FIRE during the Extension Period shall be as provided in section 9b of this Agreement.

(2) Section 5, "Termination" is deleted in its entirety and replaced with the following:

- A. This Agreement may be terminated by either party at any time, with or without cause, upon giving 180 days written notice to the other party. This Agreement will terminate upon execution of a new agreement for dispatch services by the Parties.
- B. If CALSTAR fails to remit payments in accordance with any part of the Agreement, CDF/COUNTY FIRE may terminate this Agreement and all related services upon 60 days written notice to CALSTAR.
- C. Termination of this Agreement does not relieve CALSTAR from providing CDF/COUNTY FIRE full compensation in accordance with the terms and conditions of this Agreement for services rendered and obligations incurred in accordance with this Agreement.

Except as herein provided, none of the provisions of the Agreement shall be affected by this Amendment 1. In any instance in which a provision of this Amendment 1 contradicts or is inconsistent with the provisions of the Agreement, the provisions of this Amendment 1 shall prevail and govern and the contradicted or inconsistent provisions shall be deemed amended

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accordingly. All other terms and conditions of the Agreement shall remain in full force and effect.

CDF/COUNTY FIRE DEPARTMENT

By: _____

Title

CALIFORNIA SHOCK TRAUMA AIR RESCUE

By: Joseph J. Cook, President

President
Title

COUNTY OF SAN LUIS OBISPO

By: _____

Chairman of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel

By: Spinnell
Deputy County Counsel

Dated: 6/16/06

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